

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Teresa Fiksen,

Civil Case No. 22-cv-2

Plaintiff,

COMPLAINT

v.

Hartford Life and Accident Insurance Company,

Defendant.

The Plaintiff in the above entitled action, as and for her Complaint against the above-named Defendant, states and alleges as follows:

NATURE OF ACTION, JURISDICTION, PARTIES AND VENUE

1. The present action is a claim for long-term disability benefits and arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (ERISA).
2. Plaintiff, Teresa Fiksen, is an individual who, at all times relevant, resided in the County of Hennepin, State of Minnesota. At all times relevant hereto, Plaintiff was an employee of Data Solutions International, Inc.
3. At all times relevant hereto, through her employment, Plaintiff was a participant in the group long-term disability insurance policy, group plan number GLT877300, (Plan) issued by The Hartford Life and Accident Insurance Company (Hartford).
4. As this action involves an employee benefit plan governed by ERISA, this Court has jurisdiction of this matter pursuant to 29 U.S.C. § 1132(e)(1).

5. Defendant Hartford is the insurer and is liable for any benefits under the Plan. Defendant Hartford is a corporation which conducts and transacts insurance business within the State of Minnesota. Hartford is licensed by the Minnesota Department of Commerce to conduct insurance business in the State of Minnesota. The current mailing address of Hartford is:

Hartford Life and Accident Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

RECITATION OF FACTS

6. At all times relevant hereto, Plaintiff was employed by Data Solutions International, Inc. as a Senior Accountant.

7. Through her employment, Plaintiff was a participant in group policy/plan number GLT877300.

8. On approximately January 9, 2017, Plaintiff ceased working due to adverse health conditions. It is the opinion of her medical providers that she was and is unable to perform the major duties of her own or any job as defined in the Plan.

9. Plaintiff timely applied for disability benefits in accordance with the terms of the Plan.

10. Defendant denied Plaintiff's claim for benefits based solely on paper medical records reviews.

11. Plaintiff timely appealed the adverse benefit determination including submitting additional medical information of her treating providers regarding their opinions that she was medically unable to work.

12. Via letter dated July 19, 2021, Plaintiff was informed that the original decision to deny her long-term disability benefit claim was being upheld.

13. In that same letter, Defendant informed Plaintiff that their decision was final and could not be appealed further to Hartford. Accordingly, Plaintiff timely exhausted her administrative remedies under the terms of the Plan.

**CLAIM FOR RECOVERY OF BENEFITS AND ENFORCEMENT OF
PLAINTIFF'S RIGHTS UNDER ERISA**

14. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding Paragraphs.

15. Defendant has violated the clear and unambiguous terms of the applicable Plan, ERISA and applicable regulations in ignoring the facts of Plaintiff's case as a whole, and in denying Plaintiff's claims for long-term disability benefits and other benefits as provided under the Plan.

16. As a proximate result of Defendant's violation of ERISA, applicable regulations and the terms of the Plan, Plaintiff has been harmed and deprived of benefits due under the terms of the Plan.

17. Plaintiff is entitled to legal and equitable relief as a result of Defendant's violations of ERISA, applicable regulations and the terms of the Plan, including, but not limited to payment of long-term disability benefits wrongfully denied under the terms of the Plan,

together with appropriate interest; and, an order for all other appropriate relief including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant for an Order from the Court determining that Defendant's decision to deny disability benefits and other benefits afforded to her under the Plan was in violation of the Plan and applicable law, and for the sum of her past disability benefits, as well as future benefits so long as she remains disabled in accordance with the terms of the Policy, together with interest, penalties, attorneys' fees, costs and disbursements in this action, as well as other equitable relief and penalties pursuant to ERISA and otherwise as provided by law.

Dated this 3rd day of January, 2022.

BEEDEM LAW OFFICE

s/ Alesia R. Strand

Thomas J. Beedem (19668X)
tjb3@beedemlaw.com
Alesia R. Strand (0332884)
ars@beedemlaw.com
222 South Ninth Street, Suite 1600
Minneapolis, MN 55402
(612) 305-1300 Phone
(612) 339-5765 Facsimile

ATTORNEYS FOR PLAINTIFF